EXHIBIT B

Engagement Letter

[See attached.]

HUNTON ANDREWS KURTH LLP 600 TRAVIS STREET SUITE 4200 HOUSTON, TX 77002

TEL 713-220-4200 FAX 713-220-4285

TAD DAVIDSON DIRECT DIAL: 713-220-3810 EMAIL: taddavidson@hunton.com

FILE NO:

July 7, 2025

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

Maverick Gaming HoldCo, Inc., RunItOneTime LLC (f/k/a Maverick Gaming LLC), and the Affiliates (as defined below) 2026 Montessori Street Las Vegas, Nevada 89117

Attn: Jeff Seery

Chief Restructuring Officer

Engagement of Hunton Andrews Kurth LLP

Dear Mr. Seery:

Hunton Andrews Kurth LLP ("Firm") thanks you for the opportunity to represent Maverick Gaming HoldCo, Inc., RunItOneTime LLC (f/k/a Maverick Gaming LLC), and the Affiliates¹

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The "Affiliates" are, collectively, Maverick Colorado LLC, Maverick Z Casinos LLC, Colorado MG 1031 LLC, Maverick Washington LLC, Maverick Gold LLC, Nevada Gold & Casinos, Inc., NG Washington III, LLC, NG Washington, LLC, NG Washington II Holdings, LLC, NG Washington II, LLC, Maverick Wizards LLC, 15473 Ambaum LLC, Maverick Roman LLC, The Royal Club Limited Liability Company, Skyway Center LLC, Maverick Indianola LLC, Maverick All Star LLC, Myers LLC, Maverick Evergreen LLC, Maverick Acquisition Canada ULC, Washington Gaming, Inc., 14040 Gaming, LLC, Riverside Casino, Inc., Gaming Consultants, Inc., Gaming Management, Inc., Puget Sound Gaming, LLC, Epstein Gaming LLC, LA Center Gaming, LLC, Pete's Flying Aces, Inc., Tacoma Casino, L.L.C., Maverick American LLC, Great American Gaming Corporation, Evergreen Entertainment Corporation, Grant Central Properties Everett LLC, Pair O'Dice Investments LLC, Grand Central Properties Tukwila LLC, Grand Central Properties Tacoma LLC, Grand Central Casino, Inc., Maverick Caribbean LLC, Maverick Tukwila LLC, Maverick Yakima LLC, Maverick Kirkland II LLC, Maverick Kirkland LLC, Maverick Lakewood LLC, Maverick NV LLC, Maverick Elko LLC, Maverick Wendover LLC, CCI Leasing, LLC, Wendover Transportation, LLC, Utah Trailways Charter Bus Company, LLC, Casino Caravans, Inc., Maverick Design LLC, e.gads, LLC, Maverick Poker Operator LLC, Colorado Resorts Operator LLC, Grand Z Casino Operator LLC, Johnny Z Casino Operator LLC, Z Casino Black Hawk Operator LLC, Elko Resorts Operator, LLC, Gold Country Operator, LLC, High Desert Operator LLC, Red Lion Operator, LLC, Wendover Resorts Operator, LLC, Red Garter Operator, LLC, and Wendover Nugget Operator, LLC.

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(collectively, "Maverick Gaming" or the "Client"). This letter and the accompanying Standard Terms of Engagement will establish the terms of the Firm's representation.

The Client

For purposes of this engagement, the Firm will represent the Client through duly authorized constituents of the Client. You will be the Firm's primary contact unless the Firm is notified otherwise in writing by the Client. By representing the Client, neither the Firm nor the individuals who act on its behalf represent any individual client contact, or any other constituent or affiliated persons or entities, such as parents, subsidiaries, affiliates, managers, members, portfolio companies, employees, officers, directors, shareholders, or partners of the Client, unless the Firm separately enters into a written engagement agreement with such other person or entity.

Scope of Engagement

The Firm has been asked by Maverick Gaming to represent Maverick Gaming in connection with its restructuring options (the "Matter"). We understand we are co-counsel with Latham & Watkins LLP for the Matter, and we will endeavor not to duplicate services. Please advise if this does not accurately reflect your understanding about the scope of the Firm's services to be provided to the Client. We will perform all services normally and reasonably associated with this type of engagement that are consistent with applicable law and professional rules. The Firm will provide legal representation only and will not provide business, investment, or accounting advice, even if related to the Matter.

Unless terminated earlier by the Firm or the Client, the Firm's representation on the Matter will conclude when the Firm completes the scope of engagement and not later than the date on which it sends its final invoice for services on the Matter. Whether upon completion of the Matter or termination of the representation by the Firm or the Client, the Firm will thereafter have no further obligation to monitor the interests, rights, or property of the Client or advise the Client with respect to the Matter or with respect to changes in the laws or regulations that could have an impact upon the interests, rights, property or liabilities of the Client relating to the Matter.

In the event that the Firm is asked to represent the Client in connection with new or additional matters or projects and the Firm agrees to do so after checking for conflicts of interest, this letter and the accompanying Standard Terms of Engagement will govern unless the Client and the Firm agree otherwise in writing.

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Staffing, Fees, and Billing Arrangements

I will coordinate the legal services for the Firm's representation of the Client in the Matter. I expect the following persons to work with me at the hourly rates noted below at least through the close of 2025 after which the Firm may reasonably adjust hourly rates periodically to reflect new market conditions and to recognize individual changes such as promotions, increased experience, and seniority:

| Name | Title | 2025 Hourly Rate |
|---------------|-----------|------------------|
| Tad Davidson | Partner | \$1,405.00 |
| Ashley Harper | Partner | \$1,045.00 |
| Philip Guffy | Associate | \$995.00 |
| Brandon Bell | Associate | \$795.00 |
| Kaleb Bailey | Associate | \$690.00 |

The Firm's goal is to maintain continuity of the legal team; however, the Firm can make no guarantees against the potential for changes. I will consult with you should the Firm need to make changes in the senior legal team.

It is understood that the Client will pay the Firm for fees incurred based on the applicable hourly rates, as well as expenses reasonably incurred in connection with the Firm's representation in the Matter. The Firm will bill the Client for fees and expenses on a monthly basis and the Firm's invoices will be due and payable upon receipt.

The Firm requires that the Client pay the Firm an "evergreen" advance payment retainer in the amount of \$250,000.00 immediately upon signing this Engagement Letter. The Firm may, in its discretion, either hold the advance payment until completion of the Matter or apply it against any unpaid and overdue invoices from time to time. If the Firm applies any amounts to invoices, the Firm may request an additional advance deposit prior to conducting future work. Upon completion of the Firm's representation, any balance in the advance deposit will be returned to the Client after any outstanding fees and costs are paid.

Conflicts of Interest

The Firm depends on the Client to identify, now and as the representation progresses, persons or entities whose interests may be involved, at issue in or affected by this representation, including parties that may be adverse to the Client. As the Firm is requested to expand the scope of this Matter with respect to advice and actions regarding third parties, the Firm will conduct a further search of its database for such third parties.

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The Firm has conducted an initial search of its database. Based on the information provided, the Firm has discovered no conflicts and knows of no other interests, including those of the Firm or its lawyers, that will materially and adversely affect the Firm's ability to exercise independent professional judgment for the Client in this representation.

Other Client Representations and Potential Future Conflicts

As a large, international law firm with many offices and lawyers, the Firm represents, and in the future will represent, many other clients. Some clients may be direct competitors of the Client or otherwise may have business or legal interests that are contrary to the interests of the Client. Professional rules applicable to lawyers define conflicts of interest for lawyers and set forth circumstances in which client consent is needed to engage in a legal representation against or involving another current or past Firm client. Those circumstances can vary by jurisdiction.

We are accepting this engagement with the mutual understanding that our representation of the Client will not preclude my Firm from accepting an engagement from a new or existing client, including, but not limited to, transactions, litigation or other matters that involve, and may be adverse to the Client. However, we will not accept an engagement that is directly adverse to the Client if the matter is substantially related to the subject matter of the Firm's representation of the Client or would impair the confidentiality of proprietary, sensitive or otherwise confidential information communications made to us by the Client. It is understood that firm attorneys representing the Client will not represent other clients adverse to the Client while the Client is an active client of the Firm.

In other words, we request that the Client confirm that (1) no engagement that we have undertaken or may undertake on behalf of the Client will be asserted by the Client either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify the Firm from, any current or future representation of any client in any matter, including without limitation any representations in negotiations, transactions, counseling or litigation adverse to the Client, as long as that other matter is not substantially related to any of the Firm's engagements on behalf of the Client, (2) the Client hereby waives any conflict of interest that exists or might be asserted to exist and any other basis that might be asserted to preclude, challenge or otherwise disqualify the Firm in any representation of any other client with respect to any such matter, (3) the Client has been advised by the Firm, and has had the opportunity to consult with other counsel, with respect to the terms and conditions of these provisions and its prospective waiver, (4) the Client's consent to these provisions is both voluntary and fully informed, and (5) the Client intends for its consent to be effective and fully enforceable, and to be relied upon by the Firm. Please indicate your agreement to this understanding by signing this letter below.

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The Client may wish to consult with other counsel with respect to giving this prospective consent.

Texas State Bar Disclosure

The State Bar of Texas requires that we disclose the following information to our clients:

The State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call.

Complete Terms of Engagement

This letter and the attached Standard Terms of Engagement constitute the entire terms of the Firm's engagement with the Client. The terms may not be amended except in a mutually agreed writing.

The Firm will not be bound by outside counsel policies, billing policies or other client-generated terms as an amendment to this engagement agreement, unless and until accepted in writing by the Firm.

The Firm asks that the Client sign and return this letter in the space provided below with an advance payment of \$250,000.00. Nevertheless, the Client may indicate agreement to these terms by instructing the Firm to begin work on this matter.

We appreciate the opportunity to represent Maverick Gaming.

Very truly yours,

Tad Davidson

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<u>Agreed</u> by or with authority on behalf of Maverick Gaming HoldCo, Inc., RunItOneTime LLC (f/k/a Maverick Gaming LLC) and the Affiliates

| Signed by: | | |
|---|--|--|
| Signature: Jeff Sury | | |
| | | |
| Printed Name: <u>Jeff Seery</u> | | |
| | | |
| Full Title: Chief Restructuring Officer | | |
| Seattle WA City and State: | | |
| • | | |
| July 10, 2025 Date: | | |

Enclosures:

Hunton Andrews Kurth LLP "Standard Terms of Engagement"

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 $\frac{Agreed}{LLC} \ by \ or \ with \ authority \ on \ behalf \ of \ Maverick \ Gaming \ HoldCo, \ Inc., \ RunItOneTime \ LLC \ (f/k/a \ Maverick \ Gaming \ LLC) \ and \ the \ Affiliates$

| Signed by: |
|-------------------------------------|
| Signature: |
| Printed Name: Eric Persson |
| Full Title: Chief Executive Officer |
| Las vegad City and State: |
| July 10, 2025 Date: |

Enclosures:

Hunton Andrews Kurth LLP "Standard Terms of Engagement"

HUNTON ANDREWS KURTH LLP STANDARD TERMS OF ENGAGEMENT

FEES. Unless we agree in the engagement letter to alternate fee arrangements, we will bill for our services at the firm's applicable published hourly rates in effect at the time we render the services. Those rates are based on the fair value for the services we render after taking into consideration many factors, including but not limited to: the complexity or novelty of the work performed; the seniority, experience, practice area and location of the lawyers, paralegals or law clerks performing the work; the time period within which the work is required to be completed; the likelihood that the engagement will preclude our acceptance of other employment; the number of hours required to perform the work; the nature and length of our professional relationship with the client; the results obtained; and the fees charged for similar services in the relevant geographic or subject matter market. We have established hourly rates (using the foregoing factors) for lawyers, paralegals, law clerks, and other staff timekeepers. We adjust those base rates periodically, in light of the factors enumerated above, as well as cost of living and market considerations.

BILLS AND STATEMENTS. Unless other arrangements are made, we render monthly bills for fees, expenses and charges. We typically prepare bills for each legal matter we handle. We may also send a monthly statement of account, which details any unpaid bills.

<u>PAYMENT</u>. Our bills are due and payable upon receipt. Failure to pay bills promptly may result in temporary or permanent cessation of service. Payment of bills should be made in U.S. dollars or other agreed upon foreign currency, by wire transfer or in checks or drafts payable to Hunton Andrews Kurth LLP. Please note the date and identification number of the bill being paid, and return the remittance copy of our bill with your payment.

If our bills are not paid within 30 days of the invoice date the client agrees to pay an interest charge on outstanding balances at an interest rate of one and one-half percent (1.5%) per month, or the maximum interest rate allowed by law, whichever is less, from the date due until paid. The client agrees to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

In the event the client fails to pay when due all amounts owed us, we will have the right to retain settlement proceeds received on behalf of client or recover the outstanding balance of fees and expenses and interest, as provided above, and all attorneys' fees incurred to collect these amounts. Such attorneys' fees will include payment for the time and expenses of any firm lawyers incurred in collection effort as well as fees and expenses of any outside counsel hired to collect the amounts due.

RESPONSES TO AUDITORS' INQUIRIES. We are frequently asked to provide information to auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care and professionalism that we use to handle the client's other legal work and will charge for these services at the same rates. When an auditing firm requests information on the client's behalf, that request will be deemed to be the client's consent for us to disclose that information to that firm.

<u>DISBURSEMENTS AND CHARGES</u>. In addition to payment of our fees, the client agrees to pay expenses incurred by us in connection with the representation. Such expenses may include long distance telephone calls, photocopying charges, travel expenses, couriers, filing fees, costs of subpoenas and depositions, and other costs and expenses advanced on our client's behalf. We manage our own telephone network, printing and document duplication services. We generally use our in-house printing and document duplicating services rather than third party services, due to timing and confidentiality concerns, unless the client requests otherwise. We set our charges for these services based upon our fully burdened cost of providing them to the client.

Before proceeding to incur expenses from an outside vendor in excess of \$1,500, we will seek your approval. We do not intend to make any profit on such expenses, and we will pass them on to you based as closely on our costs as possible. We may, however, receive certain benefits from having incurred certain costs, such as benefits accorded in connection with travel expenditures (i.e., frequent flyer points). Those benefits will be retained by the firm or the individual to whom they were awarded without credit to the client.

In certain instances, we may employ the services of affiliated entities on behalf of our clients. Cognicion LLC is a wholly-owned subsidiary of Hunton Andrews Kurth LLP. The work performed by Cognicion LLC on behalf of the firm's clients is billed at competitive rates that may not reflect our cost. When engaged, Cognicion LLC services will appear as a disbursement on client bills. The same applies to services rendered by other entities affiliated with Hunton Andrews Kurth such as Turnstone Investigative Services.

TRAVEL. We generally record the time spent traveling while performing work in furtherance of the client's engagement. Time spent in travel on behalf of one client while working on a matter for another client, will be billed to the other client; we do not double-bill time. We book air travel at coach rates unless otherwise previously approved by the client or unless the air travel is transoceanic or overnight, in which case we generally book business or comparable class. Bookings for travel arrangements are generally made through an in-house travel service, and the expenses charged to the client for travel include a transaction fee for each booking. Discounts applicable to particular travel purchases may be available through use of this in-house travel service and we pass them on to the client in our charges.

TERMS OF ENGAGEMENT. The client or Hunton Andrews Kurth may terminate the representation for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect the client's interests in this matter, and, if the client so requests, we will suggest possible successor counsel and provide such counsel with material the client has provided us.

Upon the termination of our engagement, the client will pay within 30 days for all services rendered and disbursements and other charges paid or incurred in connection with our engagement. If the client terminates our engagement or if Hunton Andrews Kurth terminates the engagement in accordance with the following paragraph, the client will also pay our fees and expenses in connection with any transition of the client's work to successor counsel.

If the client fails to honor the terms of the engagement, to cooperate, or to follow our advice on a material matter that would or could, in our view, render our continued representation unlawful or unethical, Hunton Andrews Kurth may withdraw from the representation. If we elect to withdraw, the client will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents or pleadings necessary to complete our withdrawal.

Unless previously terminated or other arrangements are made, Hunton Andrews Kurth's representation will terminate upon our sending the client our final invoice for services rendered. Unless we agree otherwise, we will have no continuing obligation to advise the client with respect to future legal developments once this matter concludes.

RECORD RETENTION. We will maintain necessary documents relating to this matter in our client files. If we receive no guidance from the client, we will employ the following procedure when a matter concludes:

- 1. Upon closure of the matter, any original documents that the client has provided to us will be returned.
- 2. Upon expiration of our normal retention period for this kind of matter, we will notify the client by mail at the client's last known address that the retention period has run, and seek the client's guidance on disposition of the file.
- 3. If we receive a response from the client within 30 days, we will follow the client's instructions for disposition of the file. If those instructions require substantial handling of the file, or continued retention of it, we will charge our normal fees for such procedures.
- 4. If we do not receive a response from the client within the 30-day period, the file will be destroyed pursuant to our normal procedure.

At the conclusion of a matter, it is the client's obligation to tell us which, if any, documents in our files that it wishes to receive. Electronic records relating to this matter will be made available to the client, if requested, and to the extent they are still easily accessible